

Gregory G. Barnett (GGB-3751)  
CASEY & BARNETT, LLC  
317 Madison Avenue, 21<sup>st</sup> Floor  
New York, New York 10017  
(212) 286-0225  
Attorneys for Plaintiff

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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INDEMNITY INSURANCE COMPANY OF  
NORTH AMERICA a/s/o EGYPTIAN  
PROCUREMENT OFFICE

Plaintiff,

- against -

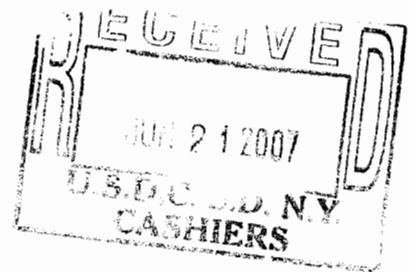
M/V HONOR NM607 her engines, boilers, tackle,  
furniture, apparel, etc., in rem; AMERICAN ROLL-  
ON ROLL-OFF CARRIER, LLC, in personam,

Defendants.  
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**JUDGE McMAHON**

**07 CIV 5884**  
2007 Civ.

COMPLAINT



Plaintiff, INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (hereinafter "INA" or "Plaintiff"), by and through its attorneys, Casey & Barnett, as and for its Complaint against the M/V HONOR NM607 her engines, boilers, tackle, furniture, apparel, etc., *in rem* and American Roll-On Roll-Off Carrier, LLC, *in personam*, alleges upon information and belief as follows:

**PARTIES**

1. At all material times, INA was and is an insurance company with an office at 140 Broadway, 40<sup>th</sup> Floor, New York, NY, 10005 and is the subrogated underwriter of Egyptian Procurement Office, who was the shipper of military spare parts and equipment, as more specifically described below.

2. Upon information and belief, defendant, American Roll-On Roll-Off Carrier, LLC (hereinafter "AROC"), was and is a corporation with an office and place of business located at One Maynard Drive, Park Ridge, New Jersey 07656 and was and still is doing business in this jurisdiction directly and/or through an agent and was at all times acting as the owner, operator and/or manager of the M/V HONOR NM607, and as a common carrier of goods by water.

3. Upon information and belief, at all times hereinafter mentioned, defendant M/V HONOR NM607 (hereinafter "vessel"), was and still is a vessel operated as a common and/or private carrier of goods in ocean transportation for hire and upon information and belief, she is now, or will be during the pendency of this action, within this District and subject to the jurisdiction of this Honorable Court.

#### **JURISDICTION**

4. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is predicated upon 28 U.S.C. §1333 and the General Maritime Law of the United States

#### **FACTS**

5. On or about June 6, 2006, a consignment, consisting of military spare parts and equipment, then being in good order and condition, were delivered to the *in personam* defendants and/or their agents in Houston, TX, for transportation to Alexandria Egypt in consideration of an agreed upon freight, pursuant to American Roll-On Roll-Off Carrier, LLC bill of lading number US471804.

6. Thereafter, the cargo having been loaded aboard the *in rem* defendant, M/V HONOR NM607, the vessel sailed from the port of Houston, TX and discharged the cargo in Alexandria Egypt on or about June 30, 2006.

7. Following discharge, it was discovered that the consignment was not in the same good order and condition as when received by the defendant, but instead, had sustained damages during transit.

8. As a result of the damages sustained to the shipment, plaintiff sustained a loss in the amount of \$ 169,104.00 for the repair of the cargo.

9. The damage to the cargo was not the result of any act or omission of the plaintiff but, to the contrary, was due solely as the result of the negligence, fault, neglect, breach of contract of carriage, unseaworthiness and bailment on the part of the defendants.

10. Plaintiff brings this action on its own behalf and as agent and/or trustee on behalf of and for the interest of all parties who may be or become interested in the said consignments, as their respective interests may ultimately appear, and Plaintiff is entitled to maintain this action.

11. Plaintiff and its predecessors in title have performed all of the conditions precedent on their part to be performed under the terms of the said contract.

12. By reason of the foregoing, plaintiff has been sustained losses which will be shown with specificity at trial, no part of which has been paid, although duly demanded, which are presently estimated to be no less than \$169,104.00

13. Plaintiff has a maritime lien against the M/V HONOR NM607 for the damages referred to herein and will enforce that lien in these proceedings.

14. All and singular the matters alleged herein are true and correct. Plaintiff reserves the right to amend and supplement this complaint, as further facts become available.

**WHEREFORE**, Plaintiff prays:

1. In rem service of process be issued against the M/V HONOR NM607, her engines, boilers, tackle, furniture, apparel, etc.; that the vessel be seized and that all those claiming an interest in her be cited to appear and answer under oath both all and singular the matters aforesaid;

2. If the in personam defendants cannot be found within this District, then all their property within this District be attached in the amount of \$169,104.00 with interest thereon and costs, the sums sued for in this Complaint;

3. The M/V HONOR NM607, her engines, boilers, tackle, furniture, apparel, etc., be condemned and sold to satisfy the judgments herein in favor of plaintiffs;

4. The Court order, adjudge and decree that defendants, American Roll-On Roll-Off Carrier, LLC be found joint and severally liable and pay to plaintiff the losses sustained herein, together with pre-judgment and post judgment interest thereon and their costs; and,

5. That this Court grant to plaintiff such other and further relief as may be just and proper.

Dated: New York, New York  
June 19, 2007  
115-826

CASEY & BARNETT, LLC  
Attorneys for Plaintiff

By: 

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**UNITED STATES DISTRICT COURT  
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INDEMNITY INSURANCE COMPANY OF  
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Plaintiff,

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M/V HONOR NM607 her engines, boilers,  
tackle, furniture, apparel, etc., in rem;  
AMERICAN ROLL-ON ROLL-OFF CARRIER,  
LLC, in personam

Defendant.

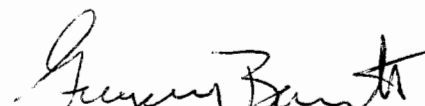
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NOW comes plaintiff INDEMNITY INSURANCE COMPANY OF NORTH AMERICA a/s/o  
and EGYPTIAN PROCUREMENT OFFICE, and submits in duplicate its Disclosure Statement  
pursuant to F.R.Civ.P., Rule 7.1 ACE LIMITED is the publicly traded parent company of  
INDEMNITY INSURANCE COMPANY OF NORTH AMERICA.

Dated: New York, New York  
June 19, 2007  
115-826

**CASEY & BARNETT, LLC**  
Attorneys for Plaintiff

By:

  
Gregory G. Barnett (GGB-3751)  
317 Madison Avenue, 21<sup>st</sup> Floor  
New York, New York 10017

**JUDGE M. LERMAN**  
**07 CIV 5884**  
07 CIV

**F.R.C.P. RULE 7.1  
DISCLOSURE STATEMENT**

